

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

COREY WOLFF &
GLOBAL SOLAR DEPLOYMENT LLC,

CIVIL ACTION NO.

Plaintiffs,

v.

JURY TRIAL DEMANDED

AMP SOLAR U.S. SERVICES LP,
AMP SOLAR GROUP INC,

Defendant.

COMPLAINT

AND NOW, come the Plaintiffs, Corey Wolff & Global Solar Deployment LLC, by and through their counsel, Summers, McDonnell, Hudock & Guthrie, P.C., and file the following Complaint and in support thereof aver as follows:

JURISDICTION AND VENUE

1. This is an action for breach of contract. Specifically, the breach of a Commercial Property Lease, an Asset Purchase Agreement and an Employment Contract.

2. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1332(a), as this action is between citizens of different states and the amount in controversy exceeds \$75,000.

3. Venue is proper in the Middle District of Pennsylvania pursuant to 28 U.S.C. § 1391(b) as a substantial part of the events giving rise to the matter occurred in the Middle District.

THE PARTIES

4. Plaintiff in this action is Corey Wolff (hereinafter “Wolff”), an adult individual residing 211 Cocoa Avenue, Hershey, PA 17033.

5. Global Solar Deployment, LLC (hereinafter “Global”), is a Pennsylvania Limited Liability Company with a business address of 2632 North Route 72, Jonestown, PA 17038 with Corey Wolff as the sole member.

6. AMP Solar U.S. Services LP is a Limited Partnership registered in Delaware with an address of 115 W 18th Street, 2nd Floor, New York, NY 10011. AMP Solar U.S. Services LP is an affiliate of AMP Solar Group Inc. of 55A Port Street East, Port Credit, ON, L5G 4P3 (hereinafter collectively referred to as “AMP”).

NATURE OF THE ACTION

7. On April 15, 2016, the parties entered into an Asset Purchase Agreement wherein AMP was obligated to assume the liabilities of the Plaintiffs upon meeting of the “Milestone” as defined therein. (A true and correct copy of the Asset Purchase Agreement is attached hereto as Exhibit “A.”)

8. On April 18, 2016, AMP entered into an Employment Contract with Wolff. (A true and correct copy of the Employment Contract is attached hereto as Exhibit “B.”)

9. The Employment Contract obligated AMP to pay benefits to Wolff upon meeting the same “Milestone.” See Exhibit “B” at 2.

10. The Employment Contract also obligated AMP to reimburse Wolff for expenses incurred on behalf of AMP.

11. On April 22, 2016, a Commercial Lease was entered into by Wolff and AMP for the business premises at 2632 North Route 72, Jonestown, PA 17038. (A true and correct copy of the Commercial Lease is attached hereto as Exhibit "C.")

12. The Commercial Lease obligated AMP to pay rent once the same "Milestone" was met. See Exhibit "C" at 2.

STATEMENT OF FACTS

13. All of the agreements relevant to this matter contain provisions triggering payments upon sales reaching a "Milestone."

14. The "Milestone" is defined in the Commercial Lease as "Tenant's entry into contracts for contract management services originated by Corey Wolff or Tenant employees working under his direct supervision which represent in excess of USD\$1,5000,000.00 of net income to Tenant." See Exhibit "C" at 2.

15. The Commercial Lease "Milestone" was met.

16. The "Milestone" is defined in the Asset Purchase Agreement as "Purchaser's entry into contracts for contract management services originated by Corey Wolff or Purchaser employees working under his direct supervision which represent in excess of USD\$1,5000,000.00 of net income to Purchaser." See Exhibit "A" at 5.

17. The Asset Purchase Agreement "Milestone" was met.

18. The "Milestone" is defined in the Employment Contract as "AMP's entry into contracts for contract management services originated by you or AMP employees

working under your direct supervision which represent in excess of USD\$1,5000,000.00 of net income to AMP.” See Exhibit “B” at 2.

19. The Employment Contract “Milestone” was met.

20. Wolff has not received the full compensation due and owing under the Asset Purchase Agreement, the Employment Contract and the Commercial Lease.

COUNT I – BREACH OF CONTRACT – COMMERCIAL LEASE

21. The Commercial Lease provides for payment of \$5,000 per month for the premises located at 2632 North Route 72, Jonestown, PA 17038 upon meeting of the “Milestone.” See Exhibit “C” at 2.

22. Rent payments for February, March and April 2017 are outstanding despite AMP receiving notice of the same.

23. These non-payments constitute a breach of the Commercial Lease.

24. The Commercial Lease further provides that non-payment of rent results in an “Event of Default” which triggers the right of Wolff to declare the lease terminated. See Exhibit “C” at 14.

25. Termination of the Commercial Lease under this default by AMP results in an acceleration of the payments and renders the entire balance of the lease due and owing. Id.

26. The Commercial Lease was entered into on April 22, 2016 and provided for a term of 36 months expiring on April 22, 2019. See Exhibit “C” at 1.

27. Accordingly, Wolff is entitled to all past and future rent as a result of the breach of the Commercial Lease.

28. The rents for February 2017 through April 22, 2019 total \$135,000.

29. Additionally, Wolff is entitled to recover all expenses incurred including attorneys' fees for the recovery of rent under the Commercial Lease. See Exhibit "C" at 16.

30. Finally, the Commercial Lease provides that this Honorable Court shall have exclusive jurisdiction over all disputes between the parties. Id.

COUNT II – BREACH OF CONTRACT – ASSET PURCHASE AGREEMENT

31. Meeting of the "Milestone" of the Asset Purchase Agreement required AMP's payment of Schedule 2.2(c), "Accounts Payable and Transition Expenses Assumed on Achievement of Milestone." See Exhibit "A" at 9.

32. Despite reaching the "Milestone," those payments have not been made resulting in a breach of the Asset Purchase Agreement.

33. The amount due under Schedule 2.2(c) is \$286,255.87.

COUNT III – BREACH OF CONTRACT – EMPLOYMENT CONTRACT

34. Meeting the "Milestone" of the Employment Contract triggered payment of Wolff's base salary as well as a bonus of \$50,000.

35. The Milestone was met and that payment was made.

36. The Employment Contract also contained a second milestone provision (hereinafter "Milestone #2") for sales of USD\$2,000,000.00. See Exhibit "B" at 2.

37. "Milestone #2" was met.

38. The meeting of "Milestone #2" required payment of an additional \$100,000. Id.

39. To date, Wolff has only received half of that payment.

40. By not making full payment AMP has breached the Employment Contract.

41. Further, Wolff expended \$33,423.12 on AMP's behalf which has not been reimbursed.

42. By not reimbursing Wolff for his expenses, AMP has breached the Employment Contract.

DAMAGES

43. As a result of the aforementioned breaches of the terms of the contracts between the parties, Plaintiffs are entitled to judgment in the amount of \$504,678.99 for rent at 2632 North Route 72, Jonestown, PA 17038 totaling \$135,000; \$286,255.87 for the monies assumed by AMP pursuant to Section/Schedule 2.2 of the Asset Purchase Agreement; and, \$50,000 in milestone payments due under the Employment Contract along with expenses advanced by Wolff totaling \$33,423.12.

WHEREFORE, Corey Wolff and Global Solar Deployment LLC, seek judgment against AMP Solar U.S. Services LP and AMP Solar Group Inc. in the amount of \$504,678.99 plus costs, expenses, attorneys' fees and further damages permitted by law.

Respectfully submitted,

**SUMMERS, McDONNELL,
HUDOCK & GUTHRIE, P.C.**

By: /s Kevin D. Rauch
Kevin D. Rauch, Esq. 83058
Counsel for Plaintiff
945 East Park Drive, Suite 201
Harrisburg, PA 17111
Telephone: (717) 901-5916
Fax: (717) 920-9129